



INVITATION FOR BIDS (IFB)

Date March 4, 2010

IFB NUMBER: 0304-10-LMS

IFB SUBJECT: LANDSCAPE MAINTENANCE SERVICES

BIDS SHOULD BE SUBMITTED ONLY TO: Purchasing Office / City Of Falls Church
300 Park Avenue, Rm 300 East
Falls Church, Virginia 22046 / Phone(703) 248-5007

All inquiries should be made in writing and forwarded to Faye Smith, Purchasing Manager, via email to fsmith@fallschurchva.gov with copy to djantzen@fallschurchva.gov by no later than five (5) business days prior to the Bid due date.

SEALED BIDS

DUE DATE AND TIME: March 25, 2010 @ 11:00 A.M. prevailing local time (Purchasing Office Clock).

Bids are to be presented for time and date validation **ONLY to the City of Falls Church Purchasing Office.**

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THIS PAGE MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

In compliance with this Invitation for Bids and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods and/or services in accordance with the attached signed bid.

Please type or legibly print all information.

LEGAL NAME & ADDRESS OF FIRM:

Company's Legal Name

By: _____
Authorized Representative - Signature in Ink

Name:

Title:

Zip: _____ Date _____

Phone: _____ FAX: _____

Email: _____

VA Contractor's or Other Applicable VA License #

The City of Falls Church is committed to the letter and spirit of the Americans with Disabilities Act. This document will be made available in alternate format upon request. Call 703 248-5007, (TTY 711).

The City of Falls Church does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**IFB # 0201-10-LMS
LANDSCAPE MAINTENANCE SERVICES**

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I. GENERAL

- A. This Invitation for Bids (IFB) replaces IFB #0201-10-LMS which was cancelled on February 26, 2010.
- B. ACCESS TO IFB UPDATES: This IFB and any addenda are available on the City of Falls Church's website: **www.fallschurchva.gov**. The **Purchasing & Procurement** link which contains IFB/Bid information is listed in the Popular Topics Section on the home page. This solicitation and any associated addenda may also be published through eVA, the Commonwealth of Virginia's electronic procurement portal for registered suppliers (**<http://eva.virginia.gov>**).
- C. Bidders are reminded that changes to the IFB, in the form of addenda, are often issued between the issue date and within three (3) days before the closing of the IFB. **Bidders are solely responsible for checking the Website to insure that they have the most current information regarding the IFB.**
- D. All addenda will become part of any resulting contract and must be signed and submitted with your bid.
- E. Inquiries

Any questions pertaining to this solicitation must be in writing and shall be directed only to:

Faye Smith, Purchasing Manager
 The City of Falls Church
 300 Park Ave, Falls Church, VA 22046
fsmith@fallschurchva.gov / Phone: 703.248.5007
 with a copy to: djantzen@fallschurchva.gov

All questions must be submitted in writing and received by no later than five (5) business days prior to the IFB closing date.

- F. **Americans with Disabilities Act (ADA);** The City of Falls Church is fully committed to the letter and spirit of the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all City programs, activities and services. The City's government contractors, subcontractors, offerors, bidders and/or suppliers are subject to this ADA policy. All individuals having any City contractual agreement must make the same commitment. Your acceptance of any contract with the City acknowledges your commitment and compliance with ADA. To request a reasonable accommodation for any type of disability call 703 248-5007, (TTY 711).
- G. No bidder shall initiate or otherwise have contact with any City representative or employee, other than the Purchasing Manager or Purchasing Manager's designee concerning or related to this IFB, after the date of this solicitation's release and before award or cancellation of this IFB. Any contact in contradiction to this requirement is prohibited and may cause the disqualification of the Bidder from this procurement process.

II. COMPETITION INTENDED

It is the City of Falls Church's intent that Invitation for Bids (IFB) and Requests for Proposals (RFP) permit competition. It shall be the bidder's responsibility to advise the City's Purchasing Manager, in writing, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Manager not later than ten (10) days prior to the date set for acceptance of bids.

Nothing herein is intended to exclude any responsible bidder or in any way restrain or restrict competition. All qualified bidders are encouraged to submit bids.

This solicitation is being conducted in accordance with the guidelines of the "Competitive Sealed Bidding" method of contractor selection per the Virginia Public Procurement Act (§2.2-4300 of the Code of Virginia), incorporated herein by reference.

III. RIGHTS OF THE CITY

The City reserves the right, at its sole discretion, to add, delete or change site locations and/or service frequency dependent upon requirements that may develop during the contract period and cannot guarantee the amount of work or predict future funding for any resultant contract.

In addition, the City's reserved rights include, but are not limited to, the right to: award a contract by individual items, in the aggregate, or in combination thereof; accept or reject all or any part of bids; withdraw or re-advertise this IFB; and/or waive any informality in bids received whenever any such actions are in the best interest of the City.

IV. ELIGIBILITY

The following minimum requirements must be met at the time a Bid is submitted and maintained during the term of any resultant contract:

1. The bidder must be registered to do business in the Commonwealth of Virginia.
2. The bidder must be licensed in accordance with the specific requirements of this solicitation and the Code of Virginia (Contractor's license, etc).

It is the Contractor's sole responsibility to have knowledge of the applicable licenses(s), if any, associated with this solicitation's scope of work.

Any person or firm, or agent of any person or firm, currently suspended or debarred from participation in City procurement, conducting business or submitting bids on contracts by any other local government or agency of the Commonwealth of Virginia, or the Federal Government is not eligible for contract award under this solicitation.

V. PURPOSE AND SCOPE OF WORK

- A. The City of Falls Church ("City") is soliciting bids from qualified contractors firms to provide landscape maintenance services as is further described herein.
- B. The Contractor shall provide all materials, labor, and equipment required to complete all landscape maintenance services ordered by the City.
- C. See Appendix A "Scope of Work & Specifications" which describes the minimum requirements and standards of the services to be provided.
- D. Any key personnel named in the bidder's bid details will remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume, or other acceptable information, of the proposed replacement with final approval being granted by the City's Urban Forestry Manager.
- E. NO SUBCONTRACTORS - Subcontractors are not authorized to perform any of the Services described in this IFB.

VI. SITE INSPECTION

- A. There will be NO City led site visits. For your convenience, a City Map (Appendix A.1.4) along with the list of landscape maintenance sites (Appendices A.1.1 – A.1.3) is included in this IFB.
- B. The bidder is solely responsible for ascertaining conditions at the site(s) and expected to become familiar with the maintenance sites and take into consideration, site conditions which may affect the work and to check all dimensions at the sites.
- C. Each bidder shall acquaint themselves thoroughly as to the character and nature of the work to be done. Each bidder furthermore shall make a careful examination of the site of the work and inform themselves fully as to any difficulties to be encountered in performance of the work, the facilities for delivering, storing and placing materials and equipment and other conditions relating to construction and labor.
- D. No plea of ignorance of conditions that exist or may hereafter exist on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the contract.

documents and to complete the work for the consideration set forth therein, or as a basis for any claim whatsoever.

- E. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause interruption of or interference with the work of any other Contractor, or City personnel at the site.

VII. CONTRACT PERIOD AND RENEWAL OPTIONS

- A. If a contract is awarded, it shall cover the target period from date of award through March 1, 2011 (initial term).
- B. The City reserves the right to renew the contract upon the same, terms, and conditions at the expiration of its initial term for three (3) additional, successive one-year periods. Contract renewals must be authorized by and coordinated through the City's Purchasing Department. Automatic contract renewals are prohibited.
- C. Notice of intent to renew may be given to the Contractor in writing by the City, normally sixty (60) days before the expiration date of the current contract. Failure to give such notice will not constitute a breach of this contract. This notice will not be deemed to commit the City of Falls Church to a contract renewal.
- D. Contractor shall notify the City in writing at least ninety (90) days prior to contract expiration if Contractor intends not to extend the contract term even if such extension is offered by the City.
- E. The City may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract.
- F. **NON-APPROPRIATION OF FUNDS** - All funds for payments by the City for goods/services under contract are subject to the availability of general or specific annual appropriation for this purpose. In the event of non-appropriation of funds for the goods or services provided under contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the City will terminate the contract, without termination charge to the City, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the services covered by the contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the contract beyond the date of termination. Contractor will be reimbursed for the reasonable value of any actual, documented, nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. No amount shall be allowed for anticipated profit on unperformed services.

VIII. PRICES AND PRICE ADJUSTMENTS

- A. All contract unit prices will remain firm through the initial term of the contract or 365 days, whichever is later.
- B. Thereafter, the Contractor may request, in writing, an increase in unit prices once every 365 days. The Contractor shall provide the City prior written notice of any potential increases at least sixty (60) days prior to the proposed effective date of such increase.
- C. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment and the proposed effective date and, the amount of the change requested.
- D. Any price increases shall be no greater than the percentage change of the CPI-U for the Washington-Arlington-Alexandria; Table 3. Consumer Price Index for All Urban Consumers (CPI-U); Selected areas, all items index; Washington-Baltimore, DC-MD-VA-WV area as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website or 5% whichever is lower.
- E. All increases must be reviewed and approved by the City's Purchasing Department. Any price adjustment agreed to shall take place only in accordance with the schedule defined above as documented in a contract amendment.
- F. Any orders placed prior to the proposed effective date of the increase shall not be subject to such increase.

- G. If labor rates are requested, the rates specified by the bidder shall include all direct and indirect overhead costs including but not limited to transportation, general and administrative cost, etc. Labor rates will be paid on the basis of time at the site.
- H. Price reductions may be initiated by the bidder at any time and shall be effective immediately.

IX. CONTRACT DOCUMENTS

This IFB including all attachments, exhibits, appendices, etc. hereto shall become a part of any contract that may be awarded.

X. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES

- A. Quantities detailed in this solicitation are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate nor are they a commitment of the actual quantity of services that will be ordered or may be required to meet the specifications or requirements in the Scope of Work since the actual volume and specific tasks will depend upon requirements that develop during the contract period.
- B. The City will not provide estimates of mulch required. The contractor is to be familiar with the locations and the manner in which the mulch (2-3") is to be applied and provide applicable cost on bid sheet(s).

XI. LICENSES/STATE REGISTRATION OF CONTRACTORS

- A. The attention of each bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections to perform the work specified in this IFB.
- B. If a contract is for seventy thousand dollars (\$70,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the bidder within any twelve-month period is five hundred thousand dollars (\$500,000) or more, the bidder is required under Title 54, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed as a "Class A Contractor". (Non Virginia licenses are not acceptable.) If a contract is seventy five hundred (\$7,500) dollars or more but less than seventy thousand dollars (\$70,000), the bidder is required to show evidence of being licensed as a "Class B Contractor". If a contract is one thousand dollars (\$1,000) or more but less than seventy five hundred dollars (\$7,500), the bidder is required to show evidence of being licensed as a "Class C Contractor".
- C. Bidders shall note the applicable VA License Number on the Bid cover sheet and include a COPY of the applicable license with their bid whichever of the above notations is appropriate.
- D. IF no license is required, Bidder shall so state on the Company Information Appendix.

XII. BID PREPARATION

- A. The IFB cover page must be signed and completed as required by an authorized representative of the bidder and returned with the Bid. The Bidder's signature on the IFB cover page and Price Schedules certifies that:
 1. the bidder acknowledges they have read this solicitation, understand it, satisfied itself from its own investigation of the conditions to be met, fully understands bidder's obligation, agree to be bound by its terms and conditions and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
 2. the bidder it has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, delivery, progress, or performance of the contract work.
 3. in the preparation and submission of this bid, said bidder did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or

Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

4. the firm submitting the bid is licensed and registered to do business in the Commonwealth of Virginia and has the current Contractor's licenses as may be required under this solicitation.
 5. that if awarded the contract, the Contractor shall have insurance coverages as specified in section entitled "Standard Provisions", sub-section entitled "Insurance" at the time the work commences and shall submit proof of such insurance to the City as stipulated in that section.
- B. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, if applicable, shall in no way relieve any bidder from any obligations with respect to its bid or to any resultant contract.

XIII. BID SUBMISSION REQUIREMENTS

- A. Each bidder must use the attached Price Schedules to submit their bids. All bidders must return:

1. Signed Cover Sheet / One (1) Copy
2. Signed Price Schedules- Appendix B / Two (2) Copies
 - B.1. Costs For Maintenance / Weeding Event
 - B.2. Cost For Winter Clean Up
 - B.3. Costs For Mulching
 - B.4. Costs For Leaf Management
 - B.5. Hourly Rates For Manpower & Equipment
 - B.6. Annual Cost – Grand Total
3. Company Information/References - Appendix C / One (1) Copy
4. Signed Addendums, if any / one (1) copy
5. COPY of applicable VA Contractor's License

All other pages should be retained in bidder's file.

- B. Bids shall be placed in a sealed, opaque envelope, and clearly marked in the lower left-hand corner with the IFB number #0304-10-LMS and title "Landscape Maintenance Services", and the date/time bids are scheduled to be received. Bids are to be submitted by mail, courier or delivered in person **ONLY** to:

Attn: Purchasing Manager
 City Of Falls Church
 300 Park Avenue, Rm 300 E, 3rd Floor, East Wing
 Falls Church, Virginia 22046; Telephone (703) 248-5007

- C. The City Purchasing Office is open for the receipt of bids from 8:30 AM until 4:30 PM, Monday through Friday (excluding City holidays). The City is not responsible for deliveries attempted outside of these time periods or misdirected to other offices.
- D. **Any bid received after 11:00 a.m. on the date due specified on the cover sheet of this solicitation, whether by mail or otherwise, will not be accepted or considered.** The time of receipt shall be determined by the time the bid is signed in at the Purchasing Office using the Purchasing Office Clock as the official time. Bidders are solely responsible for ensuring that their bid is stamped by Purchasing Office personnel by the deadline indicated.
- E. If the City declares administrative or liberal leave, scheduled receipt of bids will be extended to the next business day after which administrative or liberal leave has been canceled or as otherwise posted on the City's Website; (www.fallschurchva.gov; Purchasing and Procurement link).

- F. Oral bids or bids delivered by electronic means such as facsimile and e-mail are not allowed and bids so delivered will not be accepted or considered.
- G. No inquiries, if received by the Purchasing Manager within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the Purchasing Manager, will be expressed in the form of an addendum which will be posted on the City's website (www.fallschurchva.gov; Purchasing and Procurement link) no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.
- H. All erasures, interpolations, and other changes in the bid shall be signed or initialed by the bidder. Carelessness in quoting business terms (i.e. prices), or in preparation of the bid will not relieve the bidder. When an error is made in extending total prices, the unit price will govern. Bidders are cautioned to recheck their bids for possible error. Errors discovered after negotiation cannot be corrected, and the bidder will be required to perform if its bid is accepted.
- I. Trade secrets or proprietary information submitted by a bidder in response to this Invitation for bids shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, the bidder must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).

Classification of an entire price schedule document and/or prices (line item or totals) as proprietary or trade secret is NOT ACCEPTABLE and may result in REJECTION of the bid.
- J. The bidder agrees that bids will remain firm for a period of ninety (90) calendar days after the date specified for receipt of the bid.
- K. Conditional bids are subject to rejection in whole or in part.
- L. Under no circumstances shall a Bidder whose quote has not been accepted be entitled to any claim for compensation.

XIV. BID OPENING

All bids received in response to this Invitation for Bids (IFB) will be opened and read publicly on March 25, 2010, shortly after 11:00 AM, in the Administrative Conference Room, 3rd Floor, East Wing, 300 Park Ave, Falls Church, VA 22046.

The bid tabulation will be posted on the City's website: www.fallschurchva.gov; Purchasing & Procurement link.

XV. BID EVALUATION/CONTRACT AWARD

- A. Award will be made to the lowest responsive and responsible bidder complying with all material provisions of the IFB provided the bid price is reasonable and it is in the best interest of the City to accept it.
- B. All awarded items will be awarded on the basis of a firm fixed unit price.
- C. To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City, will be considered:
 - 1. The tabulation of the extended bid prices for all services as detailed in Appendix B.6; Annual Cost – Grand Total
 - 2. The ability, capacity and skill of the bidder to perform the contract and/or provide the services and/or items required;
 - 3. Whether the bidder can perform the Contract and/or perform the services and/or provide the items promptly, or within the time specified, without delay or interference;
 - 4. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

5. The quality of performance on previous contracts or services;
 6. The previous and existing compliance by the bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by bidder in other matters;
 7. The sufficiency of the financial resources and ability of the bidder to perform the Contract and/or provide the services and/or items requested in the IFB.
- D. **NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER** - Unless all bids are canceled or rejected, the City reserves the right granted by Section §2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible Bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds.
- For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds, which were budgeted by the City for the contract prior to the issuance of the written Invitation for Bids. The City shall initiate such negotiations by written notice to the lowest responsive, responsible Bidder that its bid exceeds the available funds and the City wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible Bidder. Negotiations with such Bidder may include discussions and modifications of the scope of work, specifications, quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, at the sole discretion of the City. If the City and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.
- E. The successful Bidder, within a period of ten (10) days from the date of the City's acceptance and approval of their bid, shall be expected to sign the contract and to submit the Certificate of Insurance as required in the relevant article of the contract. Failure to do so may cause the bid to be considered withdrawn.
- F. All awards for goods and services over \$100,000 are contingent upon City Council approval.
- G. The Notice of Award or Notice of Intent to Award will be posted on the City's website: www.fallschurchva.gov ; the Purchasing & Procurement link.

XVI. CHANGES

The City reserves the right to add similar items/services or delete items/services specified in the resultant contract as requirements change during the period of the contract. The City and the Contractor will mutually agree to prices for items/services added to the contract. Contract amendments will be issued for all additions or deletions.

In addition, the City may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's unit cost of, or time required for performance of any services under the contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The City must approve all work that is beyond the scope of this IFB. Actual projects/tasks will be ordered in writing by the City, unless for an emergency situation, the Contractor may not begin work on projects until such time as a written authorization and approval of the funding for the project is made.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the City.

XVII. COOPERATIVE PROCUREMENT

- A. This solicitation and the procurement are being conducted on behalf of the City and other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia
- B. Bidders are advised that the resultant contract(s) may be extended, with the authorization of the Bidder, to other public bodies, or public agencies or institutions of the United States to

permit their use of the contract at the same prices and/or discounts and terms of the resulting contract.

- C. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City acts only as the "Contracting Agent" for these public bodies.
- D. It is the responsibility of the Contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the Contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- E. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies.

XVIII. STANDARD PROVISIONS

- A. Section Headings: The headings of the sections in the "Standard Provisions" and/or "General Conditions and Instructions to Bidders/Offers" are inserted for convenience only and are not intended to affect the meaning or interpretation of this solicitation or any resultant contract.
- B. Precedence of Terms: In the event that there is a conflict between any terms and conditions in this section and the General Conditions and Instructions to Bidders/Offers, the Standard Provisions shall apply.

1. Mandatory Use Of Forms And Terms And Conditions

Failure to submit a bid accompanied by the signed and dated Cover Sheet provided shall be a cause for rejection of the bid. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, the City reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not such a bid should be considered as non-responsive.

2. Bonding

The City reserves the right to require the successful bidder to furnish a performance bond in the amount of contract before award of contract. If no bond can be furnished by the successful bidder, the City reserves the right to award the contract to the next lowest responsible bidder. If performance and payment bonds are specified in the bid invitation, Contractor shall pay cost thereof.

3. Purchase Orders

Contractor shall not start work prior to the receipt of a purchase order. A purchase order may be enclosed with the resulting contract or may be issued shortly thereafter, and will become an integral part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15 or the Code of the Commonwealth of Virginia and assures distribution of the necessary receiving reports. Transactions under \$1,000 do not require a Purchase Order in accordance with the City Procurement Procedures which are incorporated herein by reference.

Any purchase order issued by the City which references this solicitation or resultant contract, shall be deemed to be placed under and incorporate the terms and conditions of this solicitation or resultant contract as well as any supplemental terms and conditions agreed to by the parties in writing. However, the City's failure to specifically incorporate, identify, or reference the contract on any purchase order shall in no manner affect the applicability of these terms and conditions.

4. Choice Of Law & Courts

Any contract resulting from this solicitation is made, entered into, and shall be performed in the City of Falls Church, Virginia, unless otherwise specified, and shall be governed in all respects by the applicable laws of the Commonwealth of Virginia any litigation with respect thereto shall be

brought in the courts of the Commonwealth. Any dispute arising out of the contract, its interpretations, or its performance shall be litigated only in either the General District Court or in the Circuit Court of the County of Arlington, Virginia.

5. Compliance With Laws

The Contractor shall comply at its own expense with all federal, state, and local laws, rules, regulations, orders and other legal requirements that are directly or indirectly related to the Contractor's performance under the contract, including procurement of required permits, certificates, licenses, insurance, approvals, and inspections. The Contractor shall comply with the Code of Virginia and Section 2.2-4300, the Virginia Procurement Act. The Code of Virginia and the Virginia Public Procurement Act are incorporated herein by reference.

6. BPOL License Requirement

All firms doing business in the City of Falls Church must be licensed in accordance with the City's Business, Professional and Occupational Licensing (BPOL) Tax Ordinance. Wholesale and retail merchants without a business location in the City are exempt from this requirement. Questions regarding the BPOL license and tax should be referred to the Office of the Commissioner of the Revenue, 300 Park Avenue, Suite #104E, Falls Church, Virginia 22046-3301. Phone: (703) 248-5019; Fax: (703) 248-5212.

7. Payment Terms

Payment will be made once each month based upon satisfactory services rendered and/or products received. All such invoices will be paid net thirty (30) days after receipt of an undisputed invoice unless (i) more favorable terms are stated on Contractor's invoice and the City elects to pay on such terms, or (ii) any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Payment terms shall appear on vendor's invoice. Any discount period shall be computed from the date of proper receipt of the Contractor's correct invoice. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act (1% per month)

The City reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

Payment by the City of invoices does not mean or imply that the goods or services have been accepted and does not impair or limit in any way the City's full rights and remedies which shall be and remain as set forth hereof.

8. Invoicing

All invoices to the City shall reference the applicable Purchase Order number and be submitted to the following unless otherwise directed :

City of Falls Church
Attn: Urban Forestry
300 Park Ave
Falls Church, Virginia 22046

The prices and payments shall be full compensation for the products, services, labor, tools, equipment, transportation and all other incidentals necessary to deliver the products and/or complete the services ordered.

Conflicting pre-printed provisions on the reverse or front of the Contractor's form(s) shall be deemed deleted.

9. Debarment Status

By submitting a bid or proposal, the bidder/offeror (including any partner, associate, or subcontractor associated with the provision of services under this solicitation) certifies that they are not (1) currently debarred from conducting business or submitting bids/proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; (2) an agent of any person or entity that is currently debarred from conducting business or

submitting bids/proposals on contracts by any local government or agency of the Commonwealth of Virginia, or the Federal Government; or (3) suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. For procurements that are to be funded by Federal monies, the City will confirm a vendor's status via the Excluded Parties List of the Federal Government.

10. Safety

All contractors and subcontractors performing services for the City are required to comply with OSHA standards, all other Federal and State guidelines, and other industry accepted safety rules and regulations.

Precaution shall be exercised at all times for the protection of persons (including employees) and property.

The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

11. Insurance

- a. The Contractor is responsible for its work and for all materials, tools equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage of or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in any way whatsoever with the contracted work.
- b. The Contractor shall, during the continuance of all work under the contract provide the insurance as detailed below:
 - 1) Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - 2) Maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the City, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverages for explosion, collapse and underground hazards, where required. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
 - 3) Maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
 - 4) Maintain Contractors Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/contractor's supervisory activity.

- 5) Maintain Environmental Impairment Liability Insurance including sudden and accidental pollution and in transit coverage as well as coverage for storage at site in the limits of \$2,000,000 per occurrence/aggregate where appropriate.
 - 6) Maintain Professional Liability Insurance in the amount of \$1,000,000 per occurrence/aggregate to cover each individual professional staff where appropriate.
 - 7) Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy
 - 8) Liability Insurance "Claims Made" basis: If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
 - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractors or sub-contractors work under this contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
 - 9) The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - 10) The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein before any work is started. In addition, the Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the City on demand.
 - 11) The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the City. These certified copies will be sent to the City from the Contractors insurance agent or representative.
- c. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty five (45) day advance written notice to the City. The Contractor shall furnish a new certificate prior to any change or cancellation dated. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
 - d. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
 - e. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
 - f. Nothing contained in the specifications shall be construed as creating any contractual

relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.

- g. The City, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that his coverage "is primary to all other coverage the City may possess."
- h. If an "ACCORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted or crossed out.

12. Warranties

Contractor represents and warrants that all products will be new, free from defects in material or workmanship and will conform to, comply, function and perform in accordance with the requirements and specifications, and that Contractor will make all necessary adjustments, repairs and replacements to maintain all goods in such condition during the term of the applicable warranty, in accordance with the terms and conditions hereof. Unless otherwise specified such adjustments, repairs and replacements will be provided at no additional cost to the City during the applicable warranty term. Contractor further warrants that each product furnished under the contract will perform such general and specific operations and have such general and specific characteristics as described and claimed for them in any of Contractor's published literature, descriptions and specifications whether or not such literature, descriptions and specifications are included in or referenced by a Purchase Order or this Agreement.

Contractor warrants to the City that services provided hereunder shall be diligently, efficiently and skillfully performed in a manner which meets or exceeds the highest prevailing standards in the industry, and in accordance with applicable specifications.

All warranties shall survive inspection, acceptance and payment.

Contractor's and/or manufacturer's warranty shall cover all parts and factory labor.

13. Work Site Damages

Any damage to property, whether owned by the City or others, resulting from work performed under this contract, shall be repaired or replaced to the City's satisfaction at the Contractor's expense. Contractor shall immediately notify City of any such damages.

14. Default

In case of failure to deliver products, to meet specifications, in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

15. Termination

Subject to the provisions below, the contract may be terminated by the City upon thirty days (30) written Notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. Termination for Convenience

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall pay the Contractor a reasonable, equitable adjustment in the contract price for completed performance, but no amount shall be allowed for anticipated profit on unperformed services.

b. Termination for Cause

The City may terminate the contract for cause, default, or negligence on the part of the Contractor at any time. Termination by the City for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision (a) hereinabove; termination cost, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. In the event any Termination for Cause is found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a Termination for Convenience.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

All funds for payments by the City for goods/services under contract are subject to the availability of general or specific annual appropriation for this purpose. In the event of non-appropriation of funds for the goods or services provided under contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the City will terminate the contract, without termination charge or other liability to the City, on June 30th of the then current fiscal year or when the appropriation made for the then current year for the services covered by the contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under the contract beyond the date of termination. Contractor will be reimbursed for the reasonable value of any actual, documented, nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract prior to the date of termination. No amount shall be allowed for anticipated profit on unperformed services.

16. Access, Inspection and Acceptance

The City will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. If goods or services do not conform to requirements, in addition to all other rights and remedies City may have, the City may reject the goods or services in full or part. Non-conforming goods may be returned or non-conforming services rejected at the City's option for refund, credit or replacement at Contractor's expense. Goods rejected upon receipt remain the property of Contractor. The City's inspection, or lack of inspection, shall not affect any express or implied warranties, nor shall the City waive any rights to return goods which contain latent defects discovered in the testing of the City's products containing such goods. Nothing in this section affects or limits any of the City's rights or remedies available under the contract.

17. Delays

If delay is foreseen, Contractor shall give thirty (30) days prior written notice to the designate City Project Manager. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of order. Except as otherwise provided in the contract, default in promised delivery or failure to meet specifications, authorizes the City to purchase supplies, equipment, or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

18. Dispute Resolution

Arbitration shall not be applicable but the parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Disputes by Contractor with respect to the contract which are not otherwise disposed of by mutual agreement shall be submitted in writing and forwarded to the City Purchasing Manager. The Contractor's dispute shall detail all pertinent facts of the dispute and the desired outcome.

Such dispute shall be considered and decided in the first instance by the City's Purchasing Manager, whose decision shall be reduced to writing and forwarded to the Contractor within twenty

(20) days of receipt of such written dispute. The decision of the Purchasing Manager shall be final and binding unless within twenty (20) days from the date of such decision, the Contractor forwards a written appeal addressed to the City Manager with copy to the Purchasing Manager. Within twenty (20) days of receipt of such written appeal, the City Manager shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

The decision of the City Manager shall be final and binding unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. Pending a final determination of a properly appealed decision of the Purchasing Manager, the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

19. Non-Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the contract, shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

The City's failure at any time to enforce any of the provisions of the contract or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this agreement. The exercise by the City of any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies, or options.

20. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the City of Falls Church, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. The Contractor agrees to protect the City from claims involving infringement of patent or copyrights.

Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the City as herein provided.

21. Correspondence

All communications between the parties relating to material contractual issues shall be through the Purchasing Manager and must be in writing to be deemed binding.

22. News Release/Publicity By Contractors

As a matter of policy, the City does not endorse the products or services of a Contractor. News releases or other publicity concerning any resultant contract from this solicitation will not be made by a Contractor without the prior written approval of the City. All proposed news releases will be routed to the Purchasing Manager for review and consideration of approval.

23. Relationship Of Parties

In providing any goods or services under any resulting contract, the Contractor is acting solely as an independent contractor and not as an agent of any other party. Persons furnished by the respective parties shall not be considered employees of the other party for any purpose. Nothing contained in the IFB or any resultant contract is intended to give rise to a partnership or joint venture between the parties.

24. Provisions Required By Law Deemed Inserted

Each and every provision of laws and clauses required by law to be inserted in a contract resulting from this solicitation shall be deemed to be inserted and incorporated by reference. The contract shall be read and enforced as though the required provisions are included and if through mistake or otherwise, any such provision is not inserted or not correctly inserted, then upon the application of either party, the contract may be amended to make such Insertion.

25. Emergency Purchases

If the Contractor is unable to provide the required services for any period of time, except as provided in the Section "General Terms and Conditions & Instructions to Bidders/Offerors", paragraph entitled "FORCE MAJEURE", the Contractor is responsible for providing a backup service to the City at no additional cost to the City. The City reserves the right to make arrangements for service, under emergency conditions from other sources, should the Contractor be unable to provide the required service within the required time frame. If this occurs, the City further reserves the right to recover all costs from the Contractor

XIX. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERS

- A. The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the City, unless otherwise specified. Bidders/Offerors or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.
- B. Subject to all state and local laws and all rules, regulations and limitations imposed by legislation of the federal government, bids/proposals on all solicitations issued by the City will bind bidders/offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.
- C. If there is a conflict between the terms and conditions in this "General Conditions and Instructions to Bidder/Offeror" and the Standard Provisions and/or conditions in other attachments to this solicitation, the latter shall take precedence.
 1. DEFINITIONS: The terms defined in this section shall have the meanings set forth below whenever they appear regardless of case (capitalized or not), unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision:
 - a. BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation (Invitation for Bids).
 - b. BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Manager and offering to enter into contracts with the City. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.
 - c. CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the City.
 - d. CITY: City of Falls Church.
 - e. DAY: Unless otherwise specified "day" or "days" shall mean calendar days
 - f. GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.
 - g. INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

- h. INVITATION FOR BIDS (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the City. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.
- i. OPEN MARKET PROCUREMENT: A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less than \$50,000.
- j. PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a).
- k. PROPOSAL: The offer of a supplier to provide goods and/or services in accordance with general specifications or requirements in a Request for Proposal solicitation (RFP). A Proposal is subject to scope and price negotiation.
- l. PURCHASING MANAGER: The Purchasing Manager employed by the City of Falls Church, Virginia.
- m. REQUEST FOR PROPOSAL (RFP): A request which is made to prospective suppliers (Offeror) for a Proposal. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.
- n. RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required.
- o. RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the Invitation For Bids or Request For Proposal.
- p. SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.
- q. SOLICITATION: Depending upon the context – (1) an RFP or IFB or (2) the process of notifying prospective bidders/offerors that the City wishes to receive bids/proposal on a set of requirements to provide goods or services.
- r. STATE: Commonwealth of Virginia.

CONDITIONS OF SOLICITATION RESPONSE (BID OR PROPOSAL)

- 2. FORMS - Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, including the Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope. Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.
- 3. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder.
- 4. WITHDRAWAL OF BIDS - Bids that have been appropriately opened by the City cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two (2) days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

5. PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING: No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
6. ACCEPTANCE OF BIDS/PROPOSALS - BINDING 90 DAYS - Unless otherwise specified, all bids or proposals submitted shall be binding for ninety (90) calendar days following solicitation opening date, unless extended by mutual consent of all parties.
7. BIDS FOR ALL OR PART - Unless otherwise specified in the solicitation, the City reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the City. A bidder may restrict his/her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
8. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications. Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Manager at least five (5) business days prior to the date set for the opening of bids. If necessary, the Purchasing Manager will send a written addendum for clarification to all bidders no later than three (3) business days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
9. BIDDER/OFFEROR INTERESTED IN MORE THAN ONE SOLICITATION - If more than one bid or proposal is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
10. TAX EXEMPTION: The City is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption registration number 54-6001271 applies. Certificated furnished upon request. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.
11. PROHIBITION AGAINST UNIFORM PRICING - In submitting a solicitation response each bidder/offeror shall, by virtue of submitting a bid/proposal, guarantee that he or she has not been a party with other bidders/offerors to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

12. BRAND NAME OR EQUIVALENT ITEMS-Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the City in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.
13. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD**14. AWARD OR REJECTION OF BIDS/OFFERS:**

- a. The City shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the City to accept it.
- b. Awards made in response to a RFP will be made to the highest qualified, responsible offeror whose proposal is determined, in writing, to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP.
- c. To be considered for an award, a bidder/offer must comply in all material respects with the RFP or IFB. Responsiveness relates to compliance with the provisions of the solicitation, including specifications and terms and conditions. Failure to comply with the requirements set forth in the RFP or IFB may result in a proposal being declared nonresponsive, (e.g., failure to sign a proposal or bid, failure to return the required RFP or IFB documents, etc.) Such other information as may be secured by the City having a bearing on the decision to award the contract.

15. NOTICE OF ACCEPTANCE - A written award notice (or Acceptance Agreement, contract, or Purchase order) mailed (or otherwise furnished) to the successful bidder/offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract.**16. TIE-BIDS** – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the City has a right award the contract to the resident City of Falls Church tie bidder whose firm has its principal place of business in the City, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the City may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the City to make award to one or more such bidders shall be final.**17. PROMPT PAYMENT DISCOUNT** - In connection with any discount offered, time will be computed from the date of delivery of the services or supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the City, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.**18. INSPECTION-ACCEPTANCE** - Inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.**19. CONTRACT ALTERATIONS** - No alterations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City's authorized representative.**20. CONTRACT ASSIGNMENT** - The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the City.

If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Manager immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

21. FUNDING-A contract shall be deemed binding only to the extent of appropriations available for the purchase of goods and services.**CONTRACT PROVISIONS****22. ANTI-TRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract. Consistent and continued tie bidding could cause rejection of bids by the City and/or investigation for Anti-Trust violations.

23. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offers certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:
In every contract over \$10,000.00 the provisions in "a" and "b" below apply:
- a. During the performance of this contract, the contractor agrees as follows:
 - 1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
24. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the City.
- By submitting their bids/proposals, all bidders/offers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
25. **CRIMINAL SANCTIONS:** The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
26. **FORCE MAJEURE:** Neither party shall be liable for any delay or failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, acts by the public enemy, or other cause beyond such party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).
27. **USE OF INFORMATION:** Any specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral, or otherwise (all hereinafter designated "Information") which the City furnished, or shall furnish, to the Contractor under the contract or in contemplation of this agreement, or that Contractor comes in contact with on City premises or under City control shall remain City property. All copies of such information in written, graphic or other tangible form, and all information, ideas, discoveries, improvements, derived from or reflecting such information, shall be returned to City at its request, and in any event within thirty (30) days after the expiration or termination of the contract. Unless such information was previously known to Contractor free of any obligation to keep it confidential, or has been or is subsequently made public by City or a third party without breach of any agreement, it shall be kept strictly confidential and shall be used only in performing services under this Agreement, and may not be used for other purposes except upon such terms as may be agreed upon between Contractor and City in writing. Unless approved in writing by the Purchasing Manager, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Contractor under the final contract.
28. **RECORD RETENTION/AUDITS:** The Contractor shall maintain accurate records of all invoices, amounts billable to and payments made by the City, during the performance of the contract and for

a period of three (3) years from the completion of this agreement. Such records shall include, but not be limited to: all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Contractor's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments, and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the City on demand and without advance notice during the Contractor's normal working hours. City personnel or designee may perform in-progress and post-audits of the Contractor's records.

29. **BANKRUPTCY:** If the Contractor should be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of the Contractor's insolvency, then the City may without prejudice to any other right or remedy, terminate the contract Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the City for any additional cost occasioned by such failure or other default. In such cases, the Contractor shall not be entitled to receive any further payment if the expense of finishing the contract requirements, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the City.

30. **SUBCONTRACTING:** If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us/>; the Virginia Department of Minority Business Enterprise <http://www.dmbe.state.va.us/>; local chambers of commerce and other business organizations. As part of the contract award, if requested by the City, the prime contractor agrees to provide the names and addresses of each subcontractor that subcontractor's status as defined by the Commonwealth of Virginia as small, minority-owned and/or woman-owned business and the type and dollar value of the subcontracted goods/services provided.

The Contractor may subcontract third party issues performed under the contract, but must submit a written list of those subcontractors, their addresses, personnel who will be performing the work, and a description of the work to be performed to the City prior to the work actually being done. The City must agree to the third party's work and reserves the right to deny the third party access if necessary.

31. **PAYMENTS TO SUBCONTRACTORS:** Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this Agreement, the Contractor shall either:
- Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under this agreement; or,
 - Notify the City and subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include this provision in each of its subcontracts requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the City.

32. **TIME OF THE ESSENCE:** - Time is of the essence in respect to all provisions of the contract that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers

generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten (10) days of any general price reduction notify the Purchasing Manager of such reduction by letter.

33. **QUALITY:** - All products, parts, materials, assemblies, etc. shall be new, not refurbished, and free of cosmetic defects. Proposed products shall meet or exceed industry standards for quality and reliability. Product design and construction must be consistent with current best industry or engineering practices.

All services shall be performed in a first class workmanlike manner in accordance with current industry standards. All products and services shall meet the current applicable state and federal rules and guidelines.

34. **REPORTS** - The Contractor must submit status reports as requested appropriate to the tasks and projects that are developed under contract in a form, format and frequency satisfactory to the City.
35. **OWNERSHIP OF MATERIAL** - Ownership of all data, materials and documentation originated and prepared for the City pursuant to the bid shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

SHIPPING/DELIVERY PROVISIONS

36. **SHIPPING** - Unauthorized advance shipments and shipments other than for the quantity ordered are returnable at Contractor's expense. Delivery shall not be deemed complete until the goods have been actually received by City at its facility.
37. **RESPONSIBILITY FOR SUPPLIES TENDERED** - Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
38. **COMPLIANCE**-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the City, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.
39. **POINT OF DESTINATION**-All materials shipped to the City must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
40. **ADDITIONAL CHARGES**-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
41. **METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the City unless otherwise specified by bidder.

42. REPLACEMENT-Materials or components that have been rejected by the City, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the City.

BIDDER/OFFEROR REMEDIES

43. PROTEST OF AWARD OR DECISION TO AWARD - Any bidder/offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Manager, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first in pursuant to the solicitation only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section.
44. APPEAL OF DENIAL OF WITHDRAWAL OF BID- A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision in accordance with the provisions of Section § 2.2-4358 of the Code of Virginia.
45. APPEAL OF DETERMINATION OF NONRESPONSIBILITY- Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular City contract shall be notified in writing by the Purchasing Manager in accordance with section § 2.2-4359 of the Code of Virginia. Such bidder may appeal that decision in accordance with the provisions of such section.

GENERAL

46. LEGAL ACTION: No bidder/offeror, potential bidder/offeror, or subcontractor shall institute any legal action until all statutory requirements have been met.
47. QUALIFICATIONS OF BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods, and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect the bidder's/offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bid/offeror fails to satisfy the City that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
48. DELIVERY/SERVICE FAILURES: Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Manager, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the Purchasing Manager, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the City reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.
49. GUARANTEES & WARRANTIES: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Manager before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
50. GENERAL GUARANTY: The Contractor agrees to:
- Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a Contract for which the Contractor is not the patentee, assignee, licensee or City.
 - Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
 - Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the City.

- e. Protect the City from loss or damage to City owned property while it is in the custody of the Contractor.
51. SERVICE CONTRACT GUARANTY: The Contractor agrees to:
- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the City may reduce the said services at any time.
 - b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
 - c. Render all work and services in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
 - d. Allow services to be inspected or reviewed by an employee of the City at any reasonable time and place selected by the City. The City shall be under no obligation to compensate the offeror for any services not rendered in strict conformity with the contract.
 - e. Stipulate that the presence of a City inspector shall not lessen the obligation of the offeror for performance in accordance with the contract requirements, or be deemed a defense on the part of the offeror for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Manager.
52. OFFICIALS NOT TO BENEFIT-
- a. Each bidder/offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no City of Falls Church official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
 - b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the City Manager, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
 - c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the City of Falls Church, 300 Park Avenue, Falls Church, VA 22046. Relevant Invitation/Request for Proposal Number should be referenced in the disclosure.
53. REGISTERING OF CORPORATIONS-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.
54. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City or in its discretion to deduct from the

contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

55. VIRGINIA FREEDOM OF INFORMATION ACT: All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the offeror or subcontractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Nothing contained in this section shall be construed to require the City, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the City.

56. SMALL, WOMAN AND MINORITY-OWNED BUSINESS (SWAM):

- a. The City encourages Small, Woman and Minority-owned business to participate in business opportunities with the City.
- b. Where Federal grants or monies are involved it is the policy of City, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.
- c. Contact the Virginia Department of Minority Business Enterprise for more information regarding certification and certified businesses: <http://www.dmbv.virginia.gov/>

57. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

58. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the City, the Contractor certifies that the Contractor does not, and shall not, during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

APPENDICES SUMMARY

Appendix A SCOPE OF WORK & SPECIFICATIONS

- A1.1 LIST OF LOCATIONS AND TYPE OF WORK SUMMARY
- A1.2 LIST OF MULCHING LOCATIONS
- A1.3 LIST OF LEAF REMOVAL LOCATIONS
- A1.4 MAP OF CITY OF FALLS CHURCH (PDF)

Appendix B BID SUBMISSION DOCUMENTS (Estimated Annual Costs)

- B.1 COSTS FOR MAINTENANCE / WEEDING EVENT
- B.2 COST FOR WINTER CLEAN UP
- B.3 COSTS FOR MULCHING
- B.4 COSTS FOR LEAF MANAGEMENT
- B.5 HOURLY RATES FOR MANPOWER & EQUIPMENT
- B.6 ANNUAL COST – GRAND TOTAL

Appendix C COMPANY INFORMATION AND REFERENCES

XX. Appendix A - SCOPE OF WORK & SPECIFICATIONS

A1. STATEMENT OF WORK

The Contractor shall provide all materials, labor, and equipment required to complete all landscape maintenance work as outlined in the SPECIFICATIONS. The Contractor shall be familiar with the project premises and how the existing conditions will affect his/her work. All work shall be performed in a manner which maintains the original integrity of the landscape design.

A list of locations and Type of Work Summary are listed in the following Attachments:

- Attachment A1.1 LIST OF LOCATIONS AND TYPE OF WORK SUMMARY
- Attachment A1.2 LIST OF MULCHING LOCATIONS
- Attachment A1.3. LIST OF LEAF REMOVAL LOCATIONS
- Attachment A.1.4 CITY MAP (PDF File)

All requested areas shall receive the following services through out the months of March – November in accordance with SPECIFICATIONS below. Project areas during the winter months i.e. December, January and February shall receive a WINTER CLEAN UP as described below.

A2. SPECIFICATIONS

A2.1. MAINTENANCE / WEEDING EVENT

- (a) Prior to the start of each maintenance event, the contractor shall pick up leaf litter, branches, non City signs (i.e. real estate, yard) and all trash to include by way of illustration and not limited to: metal cans, paper, cardboard, plastic, metal objects, glass bottles, ties, auto parts, rocks and broken glass. The Contractor is responsible for the costs of legal disposal of the debris. Resulting debris shall not be moved on to grass areas.
- (b) * Weeds shall be removed by hand and pulled (NOT CUT) from the landscaped beds. No gas power equipment shall be used in planting beds to remove weeds except for cutting back of liriopse and for the removal of “crack weeds”.
- (c) Contractor personnel shall be familiar with the types of vegetation in landscaped areas as to not remove desirable plants during weeding events.
- (d) After perennials blooms, cut only the flowering stems. **DO NOT REMOVE THE FOLIAGE.**
- (e) Perennial plants that are aggressive and overgrow adjacent perennials/shrubs are to be cut back.
- (f) Perennials that seed into an area were they were not intended are to be removed so that the original landscape design is maintained.
- (g) All landscape beds shall be edged once a month. Edging may be performed either by hand or by power edger at right angles to a depth of 2-3 inches except in the vicinity tree roots or of young trees. **SPECIAL CARE shall be taken to not damage the roots of existing trees or to inhibit the spread of roots of newly established trees.** A string trimmer may be used to control creeping grass during the monthly edging, but not for the primary edging event done during spring clean up.
- (h) All sidewalks, curb/gutter and concrete areas located within the designated sites (streetscape) shall be kept weed and debris free.
- (i) Any signs of plant disease, pests, rodents and/or safety hazards shall be reported to the Urban Forestry Staff when observed.

* In the Specifications the term “weed” shall include all plants that were not a part of the original planting (for planted beds) and for more natural areas any non-native tree saplings, shrub or herbaceous plant that may invade the area of maintenance. The most commonly found invasive weeds in Falls Church planting areas include English ivy, creeping Euonymus, winged Euonymus, honeysuckle shrub and multiflora rose. **These plants or any other invasive weeds shall be removed from all managed planting beds when they appear.**

A2.2. SPRING CLEAN UP

The Contractor shall perform a MAINTENANCE / WEEDING EVENT no later than March 31st before MULCHING for contract terms other than the initial term. For the initial term of the contract, the MAINTENANCE / WEEDING EVENT is **targeted for completion by late April 2010**. There may be flexibility to this deadline during the first year (Spring 2010) of contract. In addition, perennials left standing through winter, i.e. ornamental grasses and flowering perennials shall be cut at the base. Daffodils and hyacinths leaves are to remain for a minimum of six (6) weeks after flowers have faded. Cut off at base. Allow leaves of other bulbs to yellow naturally and then cut off at the base.

A2.3. WINTER CLEAN UP

The Contractor shall perform a general clean up once for the project areas during the months of December, January and February to include the following:

- (a) The contractor shall pick up leaf litter, branches, non City signs (i.e. real estate, yard) and all trash to include by way of illustration and not limited to: metal cans, paper, cardboard, plastic, metal objects, glass bottles, ties, auto parts, rocks and broken glass. The Contractor is responsible for the costs of legal disposal of the debris. Resulting debris shall not be moved on to grass areas.
- (b) Cleaning of leaves and debris from curbs and parking areas.
- (c) Inspection of grounds and reporting any problems to the City / repair of winter snow removal damage of items maintained.

A2.4. MULCHING

The Contractor shall mulch the landscape beds and areas listed in APPENDIX 2 during Spring Clean Up. "Tot-lots" and playgrounds are not to be mulched. Mulch shall be shredded pine bark nuggets and applied only as the existing mulch is cultivated into the soil or is removed. Contractor shall be responsible for the costs of the mulch.

- (a) Contractor shall turn existing mulch, and remove excessive mulch build-up in beds.
- (b) Applications of shredded pine bark nuggets shall be applied to a depth of two (2) to three (3) inches* over the roots of shrubs and trees within planting beds and one (1) to two (2) inches over perennials and other ground covers. **SPECIAL CARE shall be taken in the mulching operation not to place mulch over the root flares of trees or crowns of shrubs. All mulch shall be kept two (2) to three (3) inches away from the trunks of trees.**

** The contractor is to be familiar with the locations and the manner in which the mulch (2-3") is to be applied and provide for the associated their estimate*

- (c) Storage of mulch shall remain on paved surfaces and must be removed at the end of each day. Mulch shall not be piled near storm drains and if it must be temporarily stored in piles, permission must first be obtained from the Urban Forestry staff. In the event that mulch must be stored on any site, straw bales placed at the base and tarps to cover the pile shall be used to prevent leakage of materials.
- (d) Upon completion of mulching operations, all debris and waste material shall be cleaned up and removed from the site, unless the City has granted special provisions for disposal or storage of materials on specified City property.

A2.5. FALL LEAF REMOVAL

The Contractor shall be responsible for leaf collections per designated occurrence at the locations specified in APPENDIX 3. Leaf collection will consist of raking or blowing all of the leaves to designated locations for pick up by the Department of Environmental Services (DES).

- (a) Leaf removal shall take place during DES leaf removal operations time frame that generally is from mid-November to mid-December.
- (b) Leaves will be removed from beds and grass areas unless otherwise stated in APPENDIX A1.2 "Appendix A1.2. - List Of Mulching Locations"

- (c) The Contractor shall be required to apply for a "Lane Closure Permit" though DES when leaf removal operations impact City right of way [i.e. Streetscape – Route 7 (Broad St) and Route 29 (Washington Street)]. Leaves removed during this operation shall be managed on site by contractor and deposited at the City's dumping station.
- (d) Contractor shall blow / pile leaves to designated locations for DES operations to pick up. Urban Forestry staff will specify these locations.
- (e) No leaves shall be removed from wooded areas or bare areas under trees. Urban Forestry staff will specify these "no leaf removal" areas".
- (f) Leaf piles that are left curbside are not to impede vehicular or pedestrian traffic.
- (g) CAUTION MUST BE TAKEN TO NOT BLOW LEAVES INTO VEHICLES IN PARKING AREAS. IN PARTICULAR, WORK IN CITY PARKING LOTS (CITY HALL, SCHOOLS) MUST BE COMPLETED PRIOR TO 8AM AS TO NOT CONFLICT WITH PEOPLE OR VEHICLES.

A2.6. APPLICATION OF HERBICIDES

Inorganic herbicides e.g. Round-up, shall not be permitted in the management of weeds. Organic herbicide maybe approved with permission from the Urban Forestry Staff. All herbicide applications shall be performed in accordance with current state and federal laws, utilizing EPA registered materials and methods of application. These applications shall be performed under the supervision of a Virginia Licensed Certified Applicator. Selection of chemicals shall be in accordance with the current Virginia Cooperative Extension Service Bulletins. The Contractor shall specify to the City what herbicide is being used at individual sites seven (7) days in advance of application. Contractor shall be prepared to present information regarding the herbicide, if requested by the City.

A3. MAINTENANCE OF TRAFFIC

The Contractor shall conduct its operation in a manner that will ensure that traffic will be uninterrupted except as approved by the City. At the close of each workday, the area of work shall be confined to the smallest area possible so that the maximum use of the street will be restored and the hazard to traffic reduced to the minimum.

At all times, the Contractor shall use the personnel and traffic control signs and devices necessary to comply with Part VI of the "National Manual on Uniform Traffic Control Devices." During the progress of the work when the street may be obstructed to any extent by equipment or operations, in addition to the signs and barricades, special workers, equipped with VDOT required "STOP/SLOW" double-sided traffic control paddles, shall be designated by the Contractor to direct traffic. These workers so designated shall not be assigned to any other duties while engaged in directing traffic. The Contractor has sole responsibility for ensuring that its operations are conducted in a safe manner and notwithstanding any other provision to the contrary, shall fully indemnify The City of Falls Church, its officers, agents and employees for any damage or injury related to traffic operations which is caused by negligent or otherwise improper or deficient performance under the Contract or nonperformance of the terms of the Contract.

All personnel, signs, barricades and any other items necessary for the maintenance of traffic and safety shall be provided by the Contractor. No separate payment shall be made by the City for this work. All costs of this work are included by the Contractor as part of the Contract Unit Prices.

A4. HOURS OF WORK

The contractor may perform the work on weekdays (Monday through Friday between the hours of 7:30 a.m. and 4:00 p.m.). Special permission must be given, in advance, by the Urban Forestry staff to allow work to be performed on the weekends (Saturday and Sunday). In the event that work is performed on weekends the hours of operation shall be 9:30 a.m. to 5:00 p.m.

- (1) Work around City Hall/Cherry Hill Park/Community Center will not be allowed on Tuesdays and Wednesdays (court in session). LEAF REMOVAL EVENTS IN AND AROUND COMMUNITY CENTER / CITY HALL / PARKING LOT MUST BE COMPLETED PRIOR TO 8:00 AM.

- (2) The Urban Forestry staff must approve the weekend(s) for this work before the Contractor begins work.
- (3) Work performed on major commuter routes (East and West Broad Streets and on North and South Washington Streets) shall be between the hours of 9 AM and 3 PM, Monday through Friday.
- (4) The City reserves the right to direct the Contractor on any additional changes to hours or days of operation, as may be required by special events held in the City.
- (5) The City reserves the right to modify the schedule as it relates to deadlines for tasks such as the completion of "spring clean up" and City events such as Memorial Day.
- (6) Prior to beginning work at sites noted below as "schools" and "residential", the foreman shall announce the presence of the work crew by knocking or ringing the doorbell at the front door.

A5. MISCELLANEOUS INFORMATION

- (1) The contractor shall be required to maintain all landscape bed areas free from weeds as they appear.
- (2) Winter clean up is performed once during the months of December, January and February. The majority of the clean up will entail the removal of debris (signs, garbage) from the project sites.
- (3) "Shredded pine-bark nuggets" is the approved type of mulch used for the City's landscape beds. "Virginia Fines" maybe requested in other locations where it will not "run off" such as the Broad St Streetscape planters. "Double Shredded Hardwood Mulch" may be requested for lower profile areas.
- (4) Leaves are not to be managed "on site". Leaves are to be blown to designated areas for pick-up by the City's Operations Division.
- (5) Bagged or bulk mulch are approved. Supplies such as mulch and small equipment can be temporarily stored at an approved City location during mulching season with City's prior approval.
- (6) If annual mulching is requested, it is to be performed during spring clean up and should be completed by March 31st. This date is flexible in particular the first year of the contract.
- (7) Leaf removal includes all leaves within the beds and all of the grass areas in these project locations.
- (8) During the first two weeks, after the award of the bid, a representative of the City's Urban Forestry Division shall show all locations to the contractor.

A6. COMMUNICATION WITH CITY STAFF AND WORK SCHEDULES

The Contractor must immediately notify the City of any complaints received from City employees, City residents or other City property owners/business owners. In turn the City will notify the contractor of any complaints received.

The Contractor will provide schedules on a location check-off list to the Urban Forestry staff on a daily and/or weekly basis as required by the City. The schedule and check-off list of areas services is the official record of the locations and frequencies maintained during the monthly billing period. Each daily work list shall include the service location name. The contractor's Crew Leader shall check-in each work day prior to 8:00 AM with the Urban Forestry staff to confirm that day's landscape location and to confirm the previous day's work completed. Variations from the schedule will be allowed only with 24 hours advance notice by telephone to the Urban Forestry staff.

Before the start of the any contract resulting from this IFB, the Contractor shall, at no additional charge to the City, provide and means of two-way instant compatible communication between the Crew Leader and the Urban Forestry staff. Cell phones, Nextel radio/phone and portable radio; by way of illustration and not limitation, are acceptable means of such instant communication.

The foremen must remain on site all times when the crew is working. The foreman must be fluent in the English language as to facilitate communication between Contractor and the City.

The Contractor shall at all times provide on-site supervision to maintain satisfactory productivity, enforce discipline and good order among the workers performing under the contract. Contractor shall assign only those personnel who are reasonably proficient in the work assigned under any resultant contract. The Contractor's professionally maintained personnel shall, at all times, present a neat appearance.

Each Failure of the Contractor to provide the Urban Forestry staff with the required daily or weekly maintenance schedule with location check-off list for each work day, will result in a deduction from any compensation due to the Contractor by the City of one hundred dollars (\$100.00) as liquidated damages and not as a penalty.

A7. EQUIPMENT USAGE

The Contractor is responsible for providing, maintaining and transporting all necessary equipment, and fuel for its use, in connection with the program of landscape management described in the Specifications. The Contractor shall provide all tools and supplies necessary for performing the work required as specified unless otherwise noted. **No vehicular equipment (cars, trucks, etc.) is allowed off of paved surfaces on City properties. In the event that any vehicular equipment is driven off of paved areas causing compaction of soil in the root zone(s) of tree(s), as determined by the Urban Forestry staff, the Contractor may be required to perform appropriate arboricultural repairs to be accomplished by an approved certified arborist**

No gas powered equipment shall be used when an Air Quality Forecast from the Metropolitan Washington Council of Governments is declared "Code Orange" or "Code Red".

A8. SAFETY OF PERSONNEL AND EQUIPMENT

All operations shall meet all applicable state and local requirements. Contractors performing services for the City of Falls Church are required to comply with OSHA standards and accepted safety rules and regulations. The City requires that at all times; the Contractor uses personnel and traffic control signs and devices necessary to comply with Part VI of the "National Manual on Uniform Traffic Control Devices", and the "Virginia Work Area Protection Manual." All Contractor employees shall wear Virginia OSHA-approved safety vest to alert traffic of their presence. In addition, work that requires lane closers in the City, the Contractor must apply for a permit through the City's Department of Environmental Services (DES).

The Contractor shall comply with, and ensure that the Contractor's personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the City Project Officer at least one onsite person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

All equipment used shall be equipped with factory safeguards or safety modification meeting OSHA requirements. Safety to the public is the City's utmost importance. The City reserves the right to stop the Contractor from performing work for the failure to observe applicable safety precautions. Work may not resume until approval is given by the Urban Forestry staff that required safety measures are in place.

A9. DAMAGES BY CONTRACTOR

Damage to landscape areas or property as a result of landscape operations shall be reported to the Urban Forestry staff within 24 hours. Repair or replacement work shall take place within two (2) weeks of the date of damage at no cost to the City. Failure to repair the damage will result in withholding the amount of the cost of the repair by the City from subsequent monthly payment due to the Contractor.

A10. COMPLAINTS

Complaints shall be handled with due regard to the City public relations. The Contractor must immediately notify the City of any complaints received from City employees, City residents, other City property owners/business owners or the public at large. In turn, the City will notify the contractor of any complaints received.

A11. PERSONNEL AND EXPERIENCE

Contractor shall adequate staff and at least three (3) years experience providing landscape services comparable with the scope of work and specifications as detailed in this IFB.

The Contractor shall be responsible for its work and every part thereof, and for all materials, tools equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage of or injury to the property or persons used or employed on or in connection with the work contracted for, and all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

A12. FAILURE TO COMPLY

In the event the Contractor fails to comply with the terms and conditions of the contract, verbal notification and written notification will be given to the Contractor for immediate action. If the Contractor fails to correct the deficiency(s) immediately, or within a time acceptable to the Urban Forestry Staff Manager, then the City reserves the right to take necessary action to correct the deficiency(s). If the City has to correct any deficiency(s), it will do so at the Contractor's expense. Payment will be deducted accordingly from the next monthly payment(s) owed.

Throughout the duration of the contract, if the Contractor receives three (3) written notifications on a site location for non-compliance during a twelve-month period (January through December), the Urban Forestry Staff Manager may recommend that the contract with the Contractor be terminated.

A13. INCOMPETENT OR DISORDERLY EMPLOYEES

If any person employed on the work by the Contractor shall appear to the Urban Forestry Staff Manager to be incompetent or to act in a disorderly or improper manner, such person shall be removed immediately on the requisition of the Urban Forestry Staff Manager, and shall not again be re-employed (on subject project) except on written consent of the Urban Forestry Staff Manager. Alcoholic beverages, illegal drugs, or firearms are prohibited on the job site. Possession of alcoholic beverages, illegal drugs, or firearms on the job site by a Contractor's employee, will result in immediate removal of the individual from the site. Any individual removed from the job site, pursuant to this section, may not return to any City site without the written consent of the Urban Forestry Staff Manager.

A14. PROCEDURES

The extent and character of the services to be performed by Contractor shall be subject to the general control and approval of the Urban Forestry Staff Manager or his/her authorized representative(s).

Attachment A1.1 - LIST OF LOCATIONS AND TYPE OF WORK SUMMARY

Site Name	Locations (see City map provided in Attachment A1.4)	Comments	Type of Work Weed (W) Mulch (M) Leaf Removal (L)
NORTH SIDE			
1. Broad Street Streetscape (corridors and medians)	East and West Broad Sts./corridor on N. West St. (Map: B1-D3)	Weed control to include gutters and side walks in vicinity of brick planters. Aggressive flowering perennials and grasses are to be removed when they spread beyond original planting locations or overgrow adjoining shrubs/perennials. Maintain <i>Liriope</i> at a distance of 18" from the trunks of trees and no more than 2' surrounding tree. Leaf removal operations in streetscape planters will require a "lane closure" permit.	W, M, L,
2. City Hall / Parking Lot	300 Park Ave. (Map: C3)	To include all defined landscape beds surrounding buildings, parking lot, demonstration rain garden and boxwood hedge in front of City Hall.	W, M, L
3. Cherry Hill Farm House DAR (Boxwood) Garden	312 Park Ave. (adjoining City Hall) (Map: C3)	To include all plant material surrounding this structure, boxwoods in front of house as well as the Old Fashioned Garden to the east of the house	
4. Cherry Hill Park	Park grounds adjoining City Hall going to Cherry Hill House (Map: C3)	To include landscape beds around entrance sign and leading up to Cherry Hill Farm House. Also, includes the "azalea" bed adjacent to the City Hall parking lot.	
5. Community Center Veteran's Commons	223 Little Falls St. Gage House to be entered from the lower parking lot of City Hall (Map: C3)	All plant materials in areas adjoining this structure, planting beds surrounding the tennis courts and the Veteran's Commons.	
6. Gage House	401 Great Falls St. (part of the Cherry Hill complex to be entered from the lower parking lot of City Hall (Map: C3)	To include all plants surrounding this structure and small planting of shrubs at the end of basketball court.	
7. Falls Church Library	120 N. Virginia Ave. (Map: C3)	To include all plants surrounding this structure.	W, M, L
8. Lincoln Park	Intersection of Lincoln Ave / Great Falls (Map: B2)		M, L

Site Name	Locations (see City map provided in Attachment A1.4)	Comments	Type of Work Weed (W) Mulch (M) Leaf Removal (L)
9. Garden Court mini park	Garden Ct. off of N. Maple Ave (Map: C3)	Small area at the end of the cul-de-sac around the gazebo.	M, W
10. North Maple Ave. rights-of-way	N. Maple Ave. between W. Broad St. and Park Ave. (Map: D3)	To include all plants on both sides of this section of N. Maple Ave., as well as plants extending around corners of Park Ave. in the rights-of-way	W, M
11. Public Parking Lot	Park Ave (Map: D3)	Planting islands between Park Ave and W. Broad St. next to Unity Club and Falls Church Art and Framing. Zelkova island and 2 small planters with light poles.	W, M
12. Mini-Park on West Broad St.	Between the 100 and 200 blocks of W. Broad St. (Map: D3)	To include all plants within the brick walled park and the median strip in the parking lot to the rear	W, M, L
13. Park Place Parking Lot	At the end of Park Pl (Map: D3)	To include all plants in the parking lot area, median strip between Park Pl and parking lot and 5' planting area between Applebee's and parking lot.	W, M
14. N. Washington medians and streetscape corridors	N. Washington St. (from Broad St. to Jefferson St.) and streetscape corridor in 100 block (west side) of N. Washington St.) (Map: C4-D3)	To include all plants and trees within these medians and corridors.	W, M, B
15. Miller House (residential)	366 North Washington St. (Map: D4)	Includes all plants surrounding this structure. Rear yard adjoins Madison Park.	W, M, L
16. Madison Park	Lawton St. near intersection with E. Columbia St. (Map: D4)	Includes all plants in parking lot, bordering parking lot, adjacent to Lawton St and interior landscape beds. Park adjoins rear of Pendleton House and rear of Sunrise (senior living facility)	W, M, L
17. Pendleton House (residential)	114 E. Columbia St. (Map: D4)	Includes all plants surrounding this structure. Rear yard adjoins Madison Park.	W, M, L
18. Child Development Center (CDC) of Northern VA	111 N. Cherry St. (Map: D4)	Includes all plants surrounding this structure, bordering parking lot and surrounding tennis court. Adjoins Frady Park	W, M, L
19. Frady Park	Frontage on E. Broad St.; side entrance on E. Fairfax St. or through the Child Development Center (CDC)(Map: D4)	Includes all landscape beds and playground between park and (CDC). *** Additional planting beds to be planted Spring 2009 per Frady Park site plan***	W, M, L

Site Name	Locations (see City map provided in Attachment A1.4)	Comments	Type of Work Weed (W) Mulch (M) Leaf Removal (L)
20. Ft. Taylor Park	At intersection of E. Broad St. and Roosevelt St. (Map: E4)	Includes new plantings on slopes over E. Broad St. and Roosevelt St. as well as new plantings along ramp/path to bench over Roosevelt S.	W
21. Sue Olom Garden	Seven Corners landscape island (Map: F5)	Includes the one landscape island entering the City of Falls Church.	W, M
22. Roosevelt Blvd. medians and triangle	Triangle is at intersection of Roosevelt St. and Roosevelt Blvd. (Map: E5)	To include all plants and trees within these medians and corridors.	W, M
23. Buxton Rd triangle	Triangle is at intersection of Buxton and Tyson Dr. (Map : D4)	Planting island.	W, M
24. Crossman Park Connector Trail	Enter on E. Jefferson St. (between 205 & 215) near intersection with N. Cherry St. (Map:D4)	Stepping stone trail to bluestone dust trail in wooded area and surrounding plantings (meanders between 2 single-family houses and behind Gresham Pl. townhouses)	W, M
25. Crossman Park - Entrance at Van Buren St.; Woodland restoration area Crossman Park trail Crossman Park entrances	Next to 501 Van Buren St. (near intersection with E. Columbia St. Wooded area adjoining trail behind Gresham Pl. townhouses Trail system from Van Buren St. to Gresham Pl. driveway (Map: D4-C4)	Prevent invasive weeds/vines from moving into <i>restoration area</i> of native trees, shrubs and perennials Prevent vegetation from growing over trail (to allow pedestrian passage and landscape beds on both sides of the entrance off of Gresham Place.	W, M, L (only Van Buren St)
26. Falls Church Fire Station	6950 Little Falls St. – continues through to include streetscape plantings on N. Washington St. (Map: C4)	Also includes area around structure, slope to bike trail (in rear) and slope over stream (all planted “natives” – particular attention to “invasives” encroaching on plants right of Little Falls St. entrance). Invasive	W, M
27. Trolley Car Park	Lincoln Ave. (front of 315 Lincoln Ave.) (Map: C3)	Includes all plantings in landscape bed between residential homes and Lincoln Ave	W, M
28. Mt. Daniel Elementary School	2328 N. Oak St. (Map: A2)	Includes all plantings in and around the school, parking lot islands and entrance off of Highland Ave.	W, M, L
29. West End Park and Tri centennial Garden	Grove Ave at W & OD Bike Trail (Map: B2)	Includes “damp garden” under bald cypress at rear of park.	W, M, L

Site Name	Locations (see City map provided in Attachment A1.4)	Comments	Type of Work Weed (W) Mulch (M) Leaf Removal (L)
30. President's Garden (VPIS)	W. Broad St and under W & OD bike Bridge (Map: B2)	Includes all the plants between pathway and sidewalk. Make sure that vines are cut back from adjacent property and not allowed to encroach into planting bed.	W, M
31. W & OD Trail – Bike Bridge Garden	Between W. Broad St and Grove Ave (Map: B2)	Includes all the plants on the slope side.	W, M
32. W & OD Trail – Burning Bush	N. West St / Grove Ave across from 7-11 (Map: B2)	Includes the large burning bush shrubs.	W, M
33. W & OD Trail – Mini Beds	Intersection of Great Falls and Bike trail(west side). Intersection of N. Spring and bike trail (east side). Intersection of N West St. and bike trail (east). Intersection of Grove Ave. and bike trail (east).	Includes all plants within mulched beds.	W,M
34. George Mason High School/ Mary Ellen Middle School	7124 Leesburg Pike - (Rt. 7) at Haycock Rd. (Map: A1 & B2)	Include all planting beds in and around schools, parking lot islands, butterfly garden, entrance sign and two (2) rain gardens on lower level of high school.	W, M, L
SOUTH SIDE			
35. Broad Street Streetscape Corridors**	W. Broad Street from Shreve Rd. to E. Broad St at S. Fairfax St. (Map: B1-D3)	Weed control to include gutters and side walks in vicinity of brick planters. Aggressive flowering perennials and grasses are to be removed when they spread beyond original planting locations or overgrow adjoining shrubs/perennials. Maintain <i>Liriope</i> at a distance of 18" from the trunks of trees and no more the 2' surrounding tree. Leaf removal operations in streetscape planters will require a "lane closure" permit.	W, M, L
36. City Property Yard	7100 Gordon Rd. (off of W. West Broad St. or Shreve Rd.) (Map: B1)	Includes planting beds adjoining building, small landscape bed across the street at "Homeless Shelter" and weed management at fence surrounding property.	W, M
37. Thomas Jefferson Elementary School	601 S. Oak St. (Map: C2)	Includes all planting beds around school including butterfly garden, as well as removing "invasives" from rain garden plants on opposite side of stream from school and naturalized pathway.	W, M, L

Site Name	Locations (see City map provided in Attachment A1.4)	Comments	Type of Work Weed (W) Mulch (M) Leaf Removal (L)
37. Annandale Rd. and Gundry Dr triangle	Annandale Rd. at Gundry Dr. (Map: D3)	Planting island.	W, M, L
39. Big Chimneys Park	Annandale Rd. (enter from Gibson Pl. off of S. Maple Ave.) (Map: D3)	All planting beds inside and bordering the park.	W, M, L
40. Falls Church Post Office	255 W. Broad St. (Map: D3)	Planting beds and borders of parking lot.	W, M
41. Annandale Rd. Mini-Park	Intersection of Annandale Rd and S. Washington St. (Map: D3)	Planting bed surrounding trail marker.	W, M, L
42. South Washington St. medians and City Entrance sign	S. Washington St. from Broad St. to City limits (Map: D3-E1)	Include two (2) triangular islands at intersection with Hillwood Ave.	W, M,
43. Tower Square right-of-way	Tower Square Shopping Center – Hillwood Ave. at Douglas Rd. (Map: D3& E3)	Landscape screening strip along perimeter of parking lot.	W
44. Hillwood Ave. curb plantings/medians	Curb plantings from 301 Hillwood Ave. to S. Cherry St. and medians from S. Cherry St. to Roosevelt St. (Map: E3-E4)	Maintain Liriope at a distance of 18" from tree trunks	W, M
45. Larry Graves Park	Hillwood Ave. (east of 310 Hillwood Ave.) (Map: E3)	Includes all of the planting beds in and around the parking lot and perimeter areas.	W, M, L
46. Berman Park	Park runs between Kent / Irving / S. Spring St (Map: C2)	Includes four (4) small entrance planting beds.	W, M, L
47. Cavalier Trail Park	S. Maple Ave. and W. Westmoreland Ave. (Map: D2)	Includes park areas on both sides of stream; small park with play equipment at end of W. Westmoreland St. and planted areas in park's continuation to the west.	W, M, L
48. Cavalier Trail Park Connector to W. Westmoreland	Between park and W. Westmoreland (Map: D2)	Includes connector trail from park to W. Westmoreland adjacent to residential home to fence. Area to be free from invasive plants (English ivy) no plants are to encroach onto pathway.	W
49. Aurora House (residential)	420 S. Maple Ave. (Map: D3)	Adjoining Cavalier Trail Park; front, sides and rear yard.	W, M, L

Site Name	Locations (see City map provided in Attachment A1.4)	Comments	Type of Work Weed (W) Mulch (M) Leaf Removal (L)
50. Robert's Park	Dead end at Lynn Place (Map: C1)	Front planting bed.	W, L
51. Rollins Street and Coe Valley "Park"	400 block Rollins St. and park at end of street. (Map: D2)	Slope opposite single-family houses; planting beds along path to Rees Park townhouse development and management of invasive weeds/vines in restored interior of park on west side of stream.	W, M
52. Madison Lane median	Left off of N. West St Madison Lane (Map: C1)	Planting median.	W, M, L
53 Poplar Drive ROW	100 Poplar Drive cul de sac (Map: E2)	To show contractor on site.	W
54 Tinner Hill	106 Tinner Hill Rd (Map: D3)	To include the removing invasive plants in the perimeter "buffer" area and entrance landscape bed.	W, M
55. Tinner Hill monument	Intersection of Tinner Hill Rd and S. Washington St (Map: D3)		W, M
OTHER			
56. W. West Moreland to marshal St – 2 walking trails/public rights of way	First trail from Westmoreland to Greenway Blvd between commercial business and 100 block. Second trail from Westmoreland to W. Marshall between homes # 125 and 201. (Map: D2)	Cut back off overgrowth from private property of 2 cut through paths.	
57. Tennis Courts located Cavalier Trail Park, Community Center and Child Development Center	See map locations above.	Cut back vegetation encroaching into fence 2' around the perimeter of the tennis courts 4 times. After first flush of growth in the spring, then again in the months of June, July and September.	

Appendix A1.2. - LIST OF MULCHING LOCATIONS

Site Name (see locations above)
1. Broad Street Streetscape (corridors and medians)
2. City Hall / Parking Lot
3. Cherry Hill Farm House ; DAR (Boxwood) Garden
4. Cherry Hill Park
5. Community Center Veteran's Commons
6. Gage House
7. Falls Church Library
8. Lincoln Park
9. Garden Court mini park
10. North Maple Ave. rights-of-way
11. Public Parking Lot
12. Mini-Park on West Broad St.
13. Park Place Parking Lot
14. N. Washington medians and streetscape corridors
15. Miller House (residential)
16. Madison Park
17. Pendleton House (residential)
18. Child Development Center (CDC) of Northern Virginia
19. Frady Park
20. Sue Olom Garden
21. Roosevelt Blvd. medians and triangle
22. Buxton Rd triangle
23. Crossman Park Connector Trail
24. Crossman Park - Entrance at Van Buren St.; Crossman Park entrances
25. Falls Church Fire Station
26. Trolley Car Park

Site Name (see locations above)
27. Mt. Daniel Elementary School
28. West End Park and Tri centennial Garden
29. President's Garden (VPIS)
30. W & OD Trail – Bike Bridge Garden
31. W & OD Trail – Burning Bush
32. W & OD Trail – Intersection of Great Falls West Side.
33. W & OD Trail – Intersection of N. Spring St. East Side
34. W & OD Trail – Intersection of West St. East Side
35. W & OD Trail – Intersection of Grove Ave. East Side
36. George Mason High School/ Mary Ellen Middle School
37. Broad Street Streetscape Corridors and mini park**
38. City Property Yard
39. Thomas Jefferson Elementary School
40. Annandale Rd. and Gundry Dr triangle
41. Big Chimneys Park
42. Falls Church Post Office
43. Annandale Rd. Mini-Park
44. South Washington St. medians and City Entrance sign
45. Hillwood Ave. curb plantings/medians
46. Larry Graves Park
47. Berman Park
48. Cavalier Trial Park
49. Aurora House (residential)
50. Rollins Street and Coe Valley "Park"
51. Madison Lane median
52. Tinner Hill
53. Tinner Hill monument

Appendix A1.3. - LIST OF LEAF REMOVAL LOCATIONS

Site Name (see locations above)	Comments
1. Cherry Hill Park/ City Hall/ Cherry Hill House/ Old Fashioned Garden/ Gage House/ Community Center/Library	Leaf removal must be coordinated with Urban Forestry staff and outside of when Court is being held at City Hall (Tuesday and Wednesday) due to limited parking at City Hall. Also, leaves must be removed or coordinate in such a manner not to conflict with vehicles or pedestrians. Additional leaf removal events maybe requested in this location due to public events such as Veteran's Day.
2. Berman Park	All areas of park.
3. Lincoln Park	All areas of park.
4. Frady Park and Child Development Ctr	Contractor to notify CDC when on site.
5. Madison Park	All areas of park.
6. Miller House (366 N. Washington St.)	Contractor to notify residents when on site.
7. Pendelton House (114 E. Columbia St.)	Contractor to notify residents when on site.
8. Crossman Park (Van Buren St.)	To include the "grass area" on both sides of the stream off of Van Buren St entrance.
9. Cavalier Trail Park	Open grass areas.
10. Aurora House	All areas of site includes parking lot.
11. Big Chimneys Park	All areas of park.
12. East and West Broad St. Streetscape Includes Mini park on Broad	Contractor must coordinate with DES and Urban Forestry staff and file the a "lane closure permit" for work in the right of way.
13. West End Park and Tricentennial Garden	All areas of park.
14. Thomas Jefferson Elementary School	All areas of school grounds except nature trail.
15. Mt. Daniel Elementary School	All areas of school grounds.
16. George Mason Middle School and High School (2 removal events)	All areas of school grounds.
17. Larry Graves Park (Hillwood Ave) to include the perimeter planting areas	All areas of park including parking lot.
18. Roberts Park	All areas of park.
19. Madison Lane Triangle	Median
20. Gundry Drive Triangle	Median
21. Annandale Rd Mini Park	Bed and grass areas

A1.5 MAP OF CITY OF FALLS CHURCH

See Separate PDF File

XXI. Appendix B – PRICE SCHEDULES

All blank lines (unit and extended prices) in all Price Schedules herein must be populated with a dollar figure. Text, Zeros (\$0), price ranges and/or multiple values are not acceptable.

!*! Locations and frequency of visits detailed in the following Price Schedules are estimates only, and are given for the information of bidders and for the purpose of bid evaluation. They do not indicate nor are they a commitment of the actual quantity of services that will be ordered or that may be required to meet the specifications in the Scope of Work. Actual locations and frequency of visits may vary and will depend upon the City's annual requirements and other factors that may develop during the contract period(s). !***!**

B.1 - COSTS FOR MAINTENANCE / WEEDING EVENT

Site Name (see location on City map provided)	Estimated Required Minimum Visits *not including WINTER CLEAN UP	Firm Fixed Unit Price Per Visit	Total Costs Per Site
1. Broad Street Streetscape (corridors and medians)	18		
2. City Hall / Parking Lot	18		
3. Cherry Hill Farm House DAR (Boxwood) Garden	18		
4. Cherry Hill Park	18		
5. Community Center Veteran's Commons	18		
6. Gage House	18		
7. Falls Church Library	18		
8. Garden Court mini park	3		
9. North Maple Ave. rights-of-way	18		
10. Public Parking Lot	18		
11. Mini-Park on West Broad St.	18		

Site Name (see location on City map provided)	Estimated Required Minimum Visits *not including WINTER CLEAN UP	Firm Fixed Unit Price Per Visit	Total Costs Per Site
12. Park Place Parking Lot	18		
13. N. Washington medians and streetscape corridors	18		
14. Miller House (residential)	6		
15. Madison Park	12		
16. Pendleton House (residential)	6		
17. Child Development Center (CDC) of Northern Virginia	12		
18. Frady Park	12		
19. Ft. Taylor Park	6		
20. Sue Olom Garden	18		
21. Roosevelt Blvd. medians and triangle	12		
22. Buxton Rd triangle	3		
223. Crossman Park Connector Trail	6		
24. Crossman Park - Entrance at Van Buren St.; Woodland restoration area Crossman Park trail Crossman Park entrances	6		
25. Falls Church Fire Station	12		
26. Trolley Car Park	12		
27. Mt. Daniel Elementary School	12		
28. West End Park and Tri centennial Garden	18		
29. President's Garden	18		

Site Name (see location on City map provided)	Estimated Required Minimum Visits *not including WINTER CLEAN UP	Firm Fixed Unit Price Per Visit	Total Costs Per Site
(VPIS)			
30. W & OD Trail – Bike Bridge Garden	18		
31. W & OD Trail – Burning Bush	18		
32. W & OD Trail – Mini Bed Locations: Great Falls/N. Spring St./ West St./ Grove Ave.	9		
33. George Mason High School/ Mary Ellen Middle School	12		
34. Broad Street Streetscape Corridors**	18		
35. City Property Yard	6		
36. Thomas Jefferson Elementary School	18		
37. Annandale Rd. and Gundry Dr triangle	3		
38. Big Chimneys Park	6		
39. Falls Church Post Office	6		
40. Annandale Rd. Mini-Park	6		
41. South Washington St. medians and City Entrance sign	18		
42. Tower Square right-of-way	6		
43. Hillwood Ave. curb plantings/medians	12		
44. Larry Graves Park	12		
45. Berman Park	12		
46. Cavalier Trial Park	12		

Site Name (see location on City map provided)	Estimated Required Minimum Visits *not including WINTER CLEAN UP	Firm Fixed Unit Price Per Visit	Total Costs Per Site
47. Cavalier Trail Park Connector to W. Westmoreland	12		
48. Aurora House (residential)	12		
49. Robert's Park	3		
50. Rollins Street and Coe Valley "Park"	6		
51. Madison Lane median	3		
52. Poplar Drive ROW	2		
53. Tinner Hill	18		
54. Tinner Hill monument	3		
OTHER			
55. W. West Moreland to Marshal St – 2 walking trails/public rights of way	4		
56. Tennis Courts located Cavalier Trail Park, Community Center and Child Development Center	4		

Total Annual Cost To Perform Maintenance / Weeding In All Locations Listed Above \$_____

Contractor Authorized Signature

Company Name

Date

B.2- COST FOR WINTER CLEAN UP

Site Name (see location on City map provided)	Estimated Required Minimum Visits	Firm Fixed Unit Price Per Visit	Total Costs Per Site
1. Broad Street Streetscape (corridors and medians)	3		
2. City Hall / Parking Lot	3		
3. Cherry Hill Farm House DAR (Boxwood) Garden	3		
4. Cherry Hill Park	3		
5. Community Center Veteran's Commons	3		
6. Gage House	3		
7. Falls Church Library	3		
8. Lincoln Park	3		
9. Garden Court mini park	3		
10. North Maple Ave. rights-of-way	3		
11. Public Parking Lot	3		
12. Mini-Park on West Broad St.	3		
13. Park Place Parking Lot	3		
14. N. Washington medians and streetscape corridors	3		
15. Miller House (residential)	3		

Site Name (see location on City map provided)	Estimated Required Minimum Visits	Firm Fixed Unit Price Per Visit	Total Costs Per Site
16. Madison Park	3		
17. Pendleton House (residential)	3		
18. Child Development Center (CDC) of Northern Virginia	3		
19. Frady Park	3		
20. Ft. Taylor Park	3		
21. Sue Olom Garden	3		
22. Roosevelt Blvd. medians and triangle	3		
23. Buxton Rd triangle	3		
24. Crossman Park Connector Trail	3		
25. Crossman Park - Entrance at Van Buren St.; Woodland restoration area Crossman Park trail Crossman Park entrances	3		
26. Falls Church Fire Station	3		
27. Trolley Car Park	3		
28. Mt. Daniel Elementary School	3		
29. West End Park and Tri centennial Garden	3		
30. President's Garden (VPIS)	3		
31. W & OD Trail – Bike Bridge Garden	3		
32. W & OD Trail – Burning Bush	3		

Site Name (see location on City map provided)	Estimated Required Minimum Visits	Firm Fixed Unit Price Per Visit	Total Costs Per Site
33.W & OD Trail – Mini Bed Locations: Great Falls/N. Spring St./ West St./ Grove Ave.	3		
34. George Mason High School/ Mary Ellen Middle School	3		
35. Broad Street Streetscape Corridors**	3		
36. City Property Yard	3		
37. Thomas Jefferson Elementary School	3		
38. Annandale Rd. and Gundry Dr triangle	3		
39. Big Chimneys Park	3		
40. Falls Church Post Office	3		
41. Annandale Rd. Mini-Park	3		
42. South Washington St. medians and City Entrance sign	3		
43. Tower Square right-of-way	3		
44. Hillwood Ave. curb plantings/medians	3		
45. Larry Graves Park	3		
46. Berman Park	3		
47. Cavalier Trial Park	3		
48. Cavalier Trail Park Connector to	3		

Site Name (see location on City map provided)	Estimated Required Minimum Visits	Firm Fixed Unit Price Per Visit	Total Costs Per Site
W. Westmoreland			
49. Aurora House (residential)	3		
50. Robert's Park	3		
51. Rollins Street and Coe Valley "Park"	3		
52. Madison Lane median	3		
53. Poplar Drive ROW	3		
54. Tinner Hill	3		
55. Tinner Hill monument	3		
OTHER			
56. W. West Moreland to Marshal St – 2 walking trails/public rights of way	3		
57. Tennis Courts located Cavalier Trail Park, Community Center and Child Development Center	3		

Total Annual Cost To Perform Winter Clean Up In All Locations Listed Above \$ _____

Contractor Authorized Signature

Company Name

Date

B.3- COSTS FOR MULCHING

Site (see locations above)	Firm Fixed Unit Price Per Visit Estimate of one (1) visit	Total Price
1. Broad Street Streetscape (corridors and medians)		
2. City Hall / Parking Lot		
3. Cherry Hill Farm House ; DAR (Boxwood) Garden		
4. Cherry Hill Park		
5. Community Center Veteran's Commons		
6. Gage House		
7. Falls Church Library		
8. Lincoln Park		
9. Garden Court mini park		
10. North Maple Ave. rights-of-way		
11. Public Parking Lot		
12. Mini-Park on West Broad St.		
13. Park Place Parking Lot		
14. N. Washington medians and streetscape corridors		
15. Miller House (residential)		
16. Madison Park		
17. Pendleton House (residential)		
18. Child Development Center (CDC) of Northern Virginia		
19. Frady Park		
20. Sue Olom Garden		
21. Roosevelt Blvd. medians and triangle		
22. Buxton Rd triangle		

Site (see locations above)	Firm Fixed Unit Price Per Visit Estimate of one (1) visit	Total Price
23. Crossman Park Connector Trail		
24. Crossman Park - Entrance at Van Buren St.; Crossman Park entrances		
25. Falls Church Fire Station		
26. Trolley Car Park		
27. Mt. Daniel Elementary School		
28. West End Park and Tri centennial Garden		
29. President's Garden (VPIS)		
30. W & OD Trail – Bike Bridge Garden		
31. W & OD Trail – Burning Bush		
32. W & OD Trail – Intersection of Great Falls West Side.		
33. W & OD Trail – Intersection of N. Spring St. East Side		
34. W & OD Trail – Intersection of West St. East Side		
35. W & OD Trail – Intersection of Grove Ave. East Side		
36. George Mason High School/ Mary Ellen Middle School		
37. Broad Street Streetscape Corridors and mini park**		
38. City Property Yard		
39. Thomas Jefferson Elementary School		
40. Annandale Rd. and Gundry Dr triangle		
41. Big Chimneys Park		
42. Falls Church Post Office		

Site (see locations above)	Firm Fixed Unit Price Per Visit Estimate of one (1) visit	Total Price
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43. Annandale Rd. Mini-Park

44. South Washington St. medians and City Entrance sign

45. Hillwood Ave. curb plantings/medians

46. Larry Graves Park

47. Berman Park

48. Cavalier Trial Park

49. Aurora House (residential)

50. Rollins Street and Coe Valley "Park"

51. Madison Lane median

52. Tinner Hill and Tinner Hill Monument

Total Annual Cost To Mulch In All Locations Listed Above

\$ _____

Contractor Authorized Signature

Company Name

Date

B.4- COSTS FOR LEAF MANAGEMENT

Site (see locations above)	Estimated Required Minimum Visits	Firm Fixed Price Per Visit	Total Cost Per Site
1. Cherry Hill Park/ City Hall/ Cherry Hill House/ Old Fashioned Garden/ Gage House/ Community Center/Library	4		
2. Berman Park	1		
3. Lincoln Park	1		
4. Frady Park and Child Development Center	2		
5. Madison Park	1		
6. Miller House (366 N. Washington St.)	1		
7. Pendelton House (114 E. Columbia St.)	1		
8. Crossman Park (Van Buren St.)	1		
9. Cavalier Trail Park	1		
10. Aurora House	1		
11. East and West Broad St. Streetscape Includes Mini park on Broad	1		
12. West End Park and Tricentennial Garden	1		
13. Thomas Jefferson Elementary School	2		
14. Mt. Daniel Elementary School	2		
15. George Mason Middle School and High School (2 removal events)	2		
16. Larry Graves Park (Hillwood Ave) to include the perimeter planting areas	1		

Site (see locations above)	Estimated Required Minimum Visits	Firm Fixed Price Per Visit	Total Cost Per Site
17. Roberts Park	1		
18. Madison Lane Triangle	1		
19. Gundry Drive Triangle	1		
20. Annandale Rd Mini Park	1		
21. Big Chemney's Park	1		

Total Annual Cost To Manage Leaves In All Locations Listed Above

\$ _____

Contractor Authorized Signature

Company Name

Date

B.5- HOURLY RATES OF MANPOWER & EQUIPMENT**Personnel/Equipment Hourly Rates for Additional Work Beyond Contract**

	Estimated Hrs/Month	Estimated Number of Months	Firm Fixed Hourly Rate	Total Costs
Landscape Foreman	10	6		
Spraying & Operator	2	2		
Hand Spray & Operator	1	2		
Landscape Worker	10	6		
Laborer (weeding & pick-up of debris & litter)	10	6		

Total Annual Cost for Additional Manpower & Equipment \$ _____

Contractor Authorized Signature

Company Name

Date

B.6 – SERVICES ANNUAL COSTS - GRAND TOTAL

**All blank lines (unit and extended prices) in all Price Schedules must be populated with a dollar figure.
Text, Zeros (\$0), price ranges and/or multiple values are not acceptable.**

ANNUAL COSTS TRANSFERRED FROM REFERENCED APPENDICES.

Tasks	SERVICES	Appendix Reference	Annual Total Cost
1	Maintenance /Weeding	5A	\$
2	Winter Clean Up	5B	\$
3	Mulching	5C	\$
4	Leaf Management	5D	\$
5	Additional Services -Manpower & Equipment	5E	\$
GRAND TOTAL (Task Items #1, #2, #3, #4, & #5)			\$

By signing this Bid, Bidder certifies, acknowledges, understands, and agrees to be bound by the prices submitted in this Appendix B as well as all terms, conditions, and provisions set forth in this solicitation.

COMPANY NAME: _____

AUTHORIZED SIGNATURE

TITLE

TYPED or LEGIBLY PRINTED NAME

DATE: _____

XXII. Appendix C - Company Information & References

Number of Full Time Employees: _____ Number of Part Time Employees: _____

Years of Experience in Landscape Maintenance: _____

Key contact person for Questions and Contract Administration:

Printed Name _____ Title _____

Phone # _____ Email Address: _____

REFERENCES

Submit at least three (3) references for contracts/projects similar in scope to this requirement. References should be for current work or projects completed within the last three (3) years. Bidders may not use the City as one of their references. Please Type or print legibly.

1. Firm Name: _____

Contact Name & Title: _____

Email Address: _____

Phone number: _____

Project Title: _____ Annual Contract Amount: \$ _____

Describe Sites Managed and Management/Maintenance Approach Used: _____

2. Firm Name: _____

Contact Name & Title: _____

Email Address: _____

Phone number: _____

Project Title: _____ Annual Contract Amount: \$ _____

Describe Sites Managed and Management/Maintenance Approach Used: _____

3. Firm Name: _____

Contact Name & Title: _____

Email Address: _____

Phone number: _____

Project Title: _____ Annual Contract Amount: \$_____

Describe Sites Managed and Management/Maintenance Approach Used: _____

You may add other references and/or examples of experience